

DATED

2025

(1) LAZARI PROPERTIES 1 LIMITED

and

(2) FIRST INTUITION LIMITED

and

(3) MOUNT STREET MORTGAGE SERVICING LIMITED

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

75 Hampstead Road, London, NW1 2PL

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1824

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CLS/COM/EG/1800.2811
s106 Final

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THIS AGREEMENT is made the

day of

2025

B E T W E E N:

- A. **LAZARI PROPERTIES 1 LIMITED** (Co. Regn. No. 09980663) whose registered office is at Accurist House, 44 Baker Street, London, England, United Kingdom, W1U 7BR (hereinafter called "the Freeholder") of the first part
- B. **FIRST INTUITION LIMITED** (Co. Regn. No. 05967302) whose registered office is at County House, Conway Mews, London, W1T 6AA) (thereinafter called the "Leaseholder") of the second part
- C. **MOUNT STREET MORTGAGE SERVICING LIMITED** (Co. Regn. No. 03411668) whose registered office is at 10 Queen Street Place, London, EC4R 1AG (hereinafter called "the Mortgagee") of the third part
- D. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN86642 subject to a charge to the Mortgagee.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is the leasehold proprietor with Title absolute of the Property pursuant to the lease of the Property dated 16 April 2024 for a term of 10 years from 16 April 2024 between (1) Lazari Properties 8 Limited (Company Registration No. 11985423) whose registered office is at 28 St. George Street, London, England, W1S 2FA) and (1) the Leaseholder and the lease is to be registered at the Land Registry.

- 1.4 The leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 12 December 2023 and the Council resolved to grant permission conditionally under reference number 2023/5311/P subject to the conclusion of this legal Agreement.
- 1.6 The Council is the local planning authority for the purposes of the Act, and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under legal charge dated 16 July 2024 to be registered under Title Number LN86642 and is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.4	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay

2.5	"Development"	<p>Change of use of ground floor unit on Drummond Street from Class E (a) and (b) to a flexible Class E, restricted to (Ea - retail), (Eb food and drink), (Ec financial and professional services) and (Eg)(i - office); and Class F1(a - education) use and change of use of northern ground floorspace from office (B1) floorspace (now within Class E) to a flexible Class E, restricted to (Ea - retail), (Eb - food and drink), (Ec - financial and professional services) and (Eg)(i - office)); and Class F1(a - education) use as shown on drawing numbers:-</p> <p>Existing Drawings: 601-MBA-SK-2004-Existing GF demises _Rev B; 601-MBA-SK-2006-Existing Section AA; 601-MBA-SK-2007-Existing Section BB.</p> <p>Proposed Drawings: 601-MBA-SK-2003 rev B; 601-MBA-SK-2005-Proposed GF demises_Rev B; 601-MBA-SK-2008-Proposed Section AA; 601-MBA-SK-2009-Proposed Section BB.</p> <p>Documents: Covering letter prepared by Gerald Eve dated 08/12/2023; Planning Statement prepared by Gerald Eve dated 08/12/2023; Floorspace Schedule prepared by Lazari Investments Limited dated 04/12/2023; Marketing and Leasing Letter prepared by Lazari Investments Limited dated 04/12/2023; Change of Use Supporting Statement prepared by First Intuition Limited dated 05/12/2023; The Lantern Marketing Brochure; Transport Technical Note prepared by RGP dated December 2023.</p>
2.6	"Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.7	"Occupation Date"	the date when any part of the Development is occupied and

		the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"Owner"	together the Freeholder and the Leaseholder
2.9	"Parties"	mean the Council the Owner and the Mortgagee
2.10	"Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 12 December 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/5311/P subject to conclusion of this Agreement
2.11	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.12	"Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.13	"Property"	the land known as 75 Hampstead Road, London, NW1 2PL the same as shown shaded grey on the plan annexed hereto
2.14	"Service Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <p>(a) a requirement for delivery vehicles to unload from a specific suitably located area;</p> <p>(b) details of the person/s responsible for directing and receiving deliveries to the Property;</p> <p>(c) measures to avoid a number of delivery vehicles arriving at the same time;</p> <p>(d) likely frequency and duration of servicing</p>

		<p>movements and measures to be taken to avoid any conflicts;</p> <p>(e) likely nature of goods to be delivered;</p> <p>(f) the likely size of the delivery vehicles entering the Property;</p> <p>(g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements</p> <p>(h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same</p> <p>(i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property in accordance with the drawings submitted and agreed with the Council;</p> <p>(j) details of arrangements for refuse storage and servicing; and</p> <p>(k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
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3. **NOW THIS DEED WITNESSETH** as follows:-

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater

London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Car Free**

- 4.1.1 To ensure that prior to occupying any part of the Development each new occupant of the Development is informed by the Owner of the Council's policy that they shall not

be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to

- (i) be granted a Business Parking Permit to park a vehicle in a Business Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Business Parking Permit to park a vehicle in a Business Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 4.1.1 and 4.1.2 above will remain permanently.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

4.2 Service Management Plan

4.2.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

4.2.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.

4.2.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development

otherwise than in strict accordance with the requirements of the Service Management Plan.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2023/5311/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2023/5311/P.

5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall

specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2023/5311/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement and its monitoring fees on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

**CONTINUATION OF S106 AGREEMENT RELATING TO 75 HAMPSTEAD ROAD,
LONDON, NW1 2PL PURSUANT TO COUNCIL'S PLANNING REFERENCE 2023/5311/P**

**EXECUTED AS A DEED BY)
LAZARI PROPERTIES 1 LIMITED)
acting by a Director and its Secretary)
or by two Directors)**

.....
Director

.....
Director/Secretary

**CONTINUATION OF S106 AGREEMENT RELATING TO 75 HAMPSTEAD ROAD,
LONDON, NW1 2PL PURSUANT TO COUNCIL'S PLANNING REFERENCE
2023/5311/P**

EXECUTED AS A DEED BY)
FIRST INTUATION LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

**CONTINUATION OF S106 AGREEMENT RELATING TO 75 HAMPSTEAD ROAD,
LONDON, NW1 2PL PURSUANT TO COUNCIL'S PLANNING REFERENCE 2023/5311/P**

**EXECUTED as a deed by MOUNT)
STREET MORTGAGE SERVICING LIMITED)
acting by an authorised signatory)**

Name of the Authorised Signatory:

.....

Signed:

.....

In the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

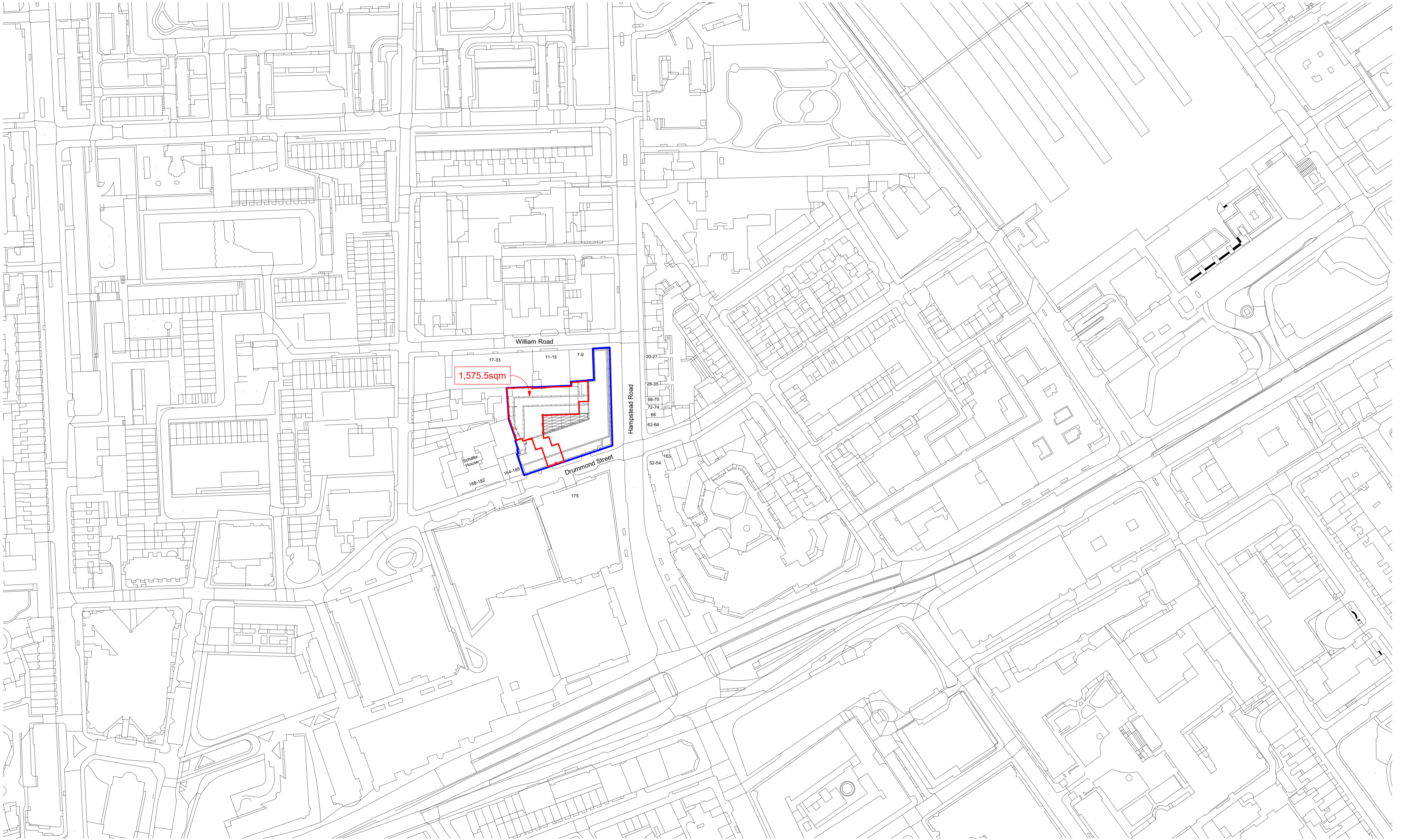
Witness Address:

**THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)**

.....

Authorised Signatory

SCHEDULE 1
SITE LOCATION PLAN



Key

DEMISE PREMISES - GROUND FLOOR

BUILDING

SCALE 1:1250

02550100200

Metres

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NOTES FOR ALL DRAWINGS: This drawing is to be read in conjunction with the contract documents, including but not limited to all other drawings, specifications and schedules. This drawing shows the design intent only. This is not a fabrication drawing. Do not scale from this drawing. All setting out dimensions shown are to be checked and verified by the contractor on site. All dimensions and levels are subject to a site survey. Any discrepancies found in this drawing are to be reported to be the Architect immediately. Any modifications to these drawings necessary to meet the performance criteria of the specification shall be agreed in writing with the Architect and issued for approval. Please refer to structural engineer's drawings, specifications and schedules for all structural design, size and performance criteria. © Marks Barfield Architects 2021	Rev	Date	by	Description	Key	Client Lazari Properties 8 Limited Greater London House Hampstead Road London NW1 7QX United Kingdom Tel +44 20 7388 5444 Fax +44 20 7388 6557	Architect marks barfield architects 50 Bromells Road London SW4 0BG United Kingdom Tel +44 20 7501 0180	Stephenson House, 75 Hampstead Road, London, NW1 2PL		
								Drawing Title Location Plan - Ground Floor Demise		
								Job no 601	Scale (@ A1) As indicated	Drawing No 601-MBA-SK-2003
								Date 12/04/23	Checked IR	Revision B
								Status Information		

SCHEDULE 2
DRAFT PLANNING PERMISSION

Application ref: 2023/5311/P
Contact: Elaine Quigley
Tel: 020 7974 5101
Date: 1 April 2025

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

planning@camden.gov.uk
www.camden.gov.uk/planning

Gerald Eve LLP
One Fitzroy
6 Mortimer Street
London
W1T 3JJ

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
75 Hampstead Road
London
NW1 2PL

Proposal:

DECISION
Change of use of ground floor unit on Drummond Street from Class E (a) and (b) to a flexible Class E, restricted to (Ea - retail), (Eb food and drink), (Ec financial and professional services) and (Eg)(i - office); and Class F1(a - education) use and change of use of northern ground floorspace from office (B1) floorspace (now within Class E) to a flexible Class E, restricted to (Ea - retail), (Eb - food and drink), (Ec - financial and professional services) and (Eg)(i - office)); and Class F1(a - education) use.

Drawing Nos: Existing Drawings:

601-MBA-SK-2004-Existing GF demises _Rev B; 601-MBA-SK-2006-Existing Section AA;
601-MBA-SK-2007-Existing Section BB.

Proposed Drawings:

601-MBA-SK-2003 rev B; 601-MBA-SK-2005-Proposed GF demises _Rev B; 601-MBA-SK-2008-Proposed Section AA; 601-MBA-SK-2009-Proposed Section BB.

Documents:

Covering letter prepared by Gerald Eve dated 08/12/2023; Planning Statement prepared by Gerald Eve dated 08/12/2023; Floorspace Schedule prepared by Lazari Investments Limited dated 04/12/2023; Marketing and Leasing Letter prepared by Lazari Investments Limited dated 04/12/2023; Change of Use Supporting Statement prepared by First Intuition Limited dated 05/12/2023; The Lantern Marketing Brochure; Transport Technical Note

prepared by RGP dated December 2023.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:

Existing Drawings:

601-MBA-SK-2004-Existing GF demises _Rev B; 601-MBA-SK-2006-Existing Section AA; 601-MBA-SK-2007-Existing Section BB.

Proposed Drawings:

601-MBA-SK-2003 rev B; 601-MBA-SK-2005-Proposed GF demises_Rev B; 601-MBA-SK-2008-Proposed Section AA; 601-MBA-SK-2009-Proposed Section BB.

Documents:

Covering letter prepared by Gerald Eve dated 08/12/2023; Planning Statement prepared by Gerald Eve dated 08/12/2023; Floorspace Schedule prepared by Lazari Investments Limited dated 04/12/2023; Marketing and Leasing Letter prepared by Lazari Investments Limited dated 04/12/2023; Change of Use Supporting Statement prepared by First Intuition Limited dated 05/12/2023; The Lantern Marketing Brochure; Transport Technical Note prepared by RGP dated December 2023.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 3 Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 2020 or the Town and Country Planning (General Permitted Development) Order 2015 (or any orders revoking and re-enacting those orders with or without modification), the flexible F1 use shall only be used for higher education purposes and for no other purposes whatsoever.

Reason: To ensure that the development hereby approved does not adversely affect the adjoining premises/immediate area by reason of noise in accordance with policies A1 and A4 of the Camden Local Plan 2017.

- 4 The use hereby permitted shall not be carried out outside the following times 07:00hrs to 23:30hrs Monday to Thursday and 07:00hrs to 00:00hrs Friday and Saturday and 08:00hrs to 23:00hrs on Sundays and Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies G1, CC1, D1, A1, A4, DM1 and TC3 of the London Borough of Camden Local Plan 2017.

- 5 The shopfront windows of the ground floor unit fronting Drummond Street shall maintain an active frontage/shop front and not include any obscure glazing or visually block the frontage.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 of the Camden Local Plan June 2017.

Informative(s):

- 1 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You must secure the approval of the Council's Noise and Licensing

Enforcement Team prior to undertaking such activities outside these hours.

- 4 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate